

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

CRYOVAC, INC., )  
Plaintiff/Counter-Defendant. )  
vs. ) Civil Action No. 04-1278-KAJ  
PECHINEY PLASTIC PACKAGING, INC., )  
Defendant/Counter-Plaintiff. )

REDACTED

**VERDICT FORM**

I. **PECHINEY'S PATENT INVALIDITY DEFENSES**

1. Did Pechiney prove by clear and convincing evidence that claim 11 of the '419 patent is invalid because it was anticipated by a single piece of prior art?

Yes: \_\_\_\_\_  
(For Pechiney)                  No:   
(For Cryovac)

2. Did Pechiney prove by clear and convincing evidence that claim 11 of the '419 patent is invalid because the subject matter thereof, considered as a whole, would have been obvious to a person having ordinary skill in the pertinent art at the time the invention was made?

Yes: \_\_\_\_\_  
(For Pechiney)                  No:   
(For Cryovac)

3. Did Pechiney prove by clear and convincing evidence that claim 11 of the '419 patent is invalid because the patent does not enable a person skilled in the pertinent art to make and use the full scope of the invention?

Yes: \_\_\_\_\_  
(For Pechiney)                  No:   
(For Cryovac)

If you have answered "yes" to any of the above questions, please skip the remaining questions on this verdict form. The jury foreperson must sign and date the form.

**II. CRYOVAC'S CLAIM OF WILLFUL INFRINGEMENT**

4. Did Cryovac prove by clear and convincing evidence that Pechiney's infringement of claim 11 of the '419 patent was willful?

Yes: \_\_\_\_\_  
(For Cryovac)                  No:  \_\_\_\_\_  
(For Pechiney)

**III. CRYOVAC'S CLAIMS FOR PATENT INFRINGEMENT DAMAGES**

5. Do you find that Cryovac is entitled to any lost profit damages for any of Pechiney's infringing sales?

Yes:  \_\_\_\_\_  
(For Cryovac)                  No: \_\_\_\_\_  
(For Pechiney)

6. If you answered "yes" to the preceding question, what is the total amount of lost profits damages to which Cryovac is entitled as a result of Pechiney's infringement of the '419 patent?

Amount: \$ 2,514, 024

7. For all of Pechiney's infringing sales for which you did not award lost profit damages in the answer to Question 6, what is the amount of reasonable royalty damages to which Cryovac is entitled as a result of Pechiney's infringement of the '419 patent?

Amount: \$ \_\_\_\_\_

**IV. CRYOVAC'S TORTIOUS INTERFERENCE WITH CONTRACT CLAIM**

8. Did Cryovac prove by a preponderance of the evidence that there was a contract between Cryovac and National Beef?

Yes:   
(For Cryovac)

No: \_\_\_\_\_  
(For Pechiney)

If you answered "no" to Question No. 8, skip to Question No. 14. If you answered "yes" to Question No. 8, proceed to Question No. 9.

9. Did Cryovac prove by a preponderance of the evidence that Pechiney knew or should have known that Cryovac had a contract with National Beef?

Yes: \_\_\_\_\_  
(For Cryovac)

No:   
(For Pechiney)

If you answered "no" to Question No. 9, skip to Question No. 14. If you answered "yes" to Question No. 9, proceed to Question No. 10.

10. Did Cryovac prove by a preponderance of the evidence that Pechiney's conduct was improper based on evidence of misconduct beyond unintentional infringement?

Yes: \_\_\_\_\_  
(For Cryovac)

No: \_\_\_\_\_  
(For Pechiney)

If you answered "no" to Question No. 10, skip to Question No. 14. If you answered "yes" to Question No. 10 proceed to Question No. 11.

11. Did Cryovac prove by a preponderance of the evidence that National Beef breached a contract with Cryovac and that Pechiney's improper conduct was the proximate cause of that breach?

Yes: \_\_\_\_\_  
(For Cryovac)

No: \_\_\_\_\_  
(For Pechiney)

If you answered "no" to Question No. 11, skip to Question No. 14. If you answered "yes" to Question No. 11, proceed to Question No. 12.

12. Did Cryovac prove by a preponderance of the evidence that Pechiney's actions in inducing National Beef to breach the contract were intentional?

Yes: \_\_\_\_\_  
(For Cryovac)

No: \_\_\_\_\_  
(For Pechiney)

If you answered "no" to Question No. 12, skip to Question No. 14. If you answered "yes" to Question No. 12, proceed to Question No. 13.

#### **V. DAMAGES FOR TORTIOUS INTERFERENCE WITH CONTRACT**

13. If you answered "yes" to Question No. 12, what is the total amount of damages to which Cryovac is entitled as a result of Pechiney's tortious interference with a contract between Cryovac and National Beef?

Amount: \$ \_\_\_\_\_

If you answered "yes" to Question No. 12, proceed to Question 14 only if you also find that, in addition to Pechiney having tortiously interfered with a contract, Pechiney also interfered with a separate prospective contractual relationship.

**VI. CRYOVAC'S TORTIOUS INTERFERENCE WITH PROSPECTIVE CONTRACTUAL RELATIONS CLAIM**

14. Did Cryovac prove by a preponderance of the evidence that Cryovac had a reasonable expectation that it would enter into a contract with National Beef?

Yes: ✓  
(For Cryovac)                  No: \_\_\_\_\_  
(For Pechiney)

If you answered "no" to Question No. 14, please skip the remaining questions on this verdict form. The jury foreperson must sign and date the form. If you answered "yes" to Question No. 14 proceed to Question No. 15.

15. Did Cryovac prove by a preponderance of the evidence that Pechiney knew or should have known that Cryovac had a reasonable expectation of entering into a contract with National Beef at the time the acts complained of were committed?

Yes: \_\_\_\_\_  
(For Cryovac)                  No: ✓  
(For Pechiney)

If you answered "no" to Question No. 15, please skip the remaining questions on this verdict form. The jury foreperson must sign and date the form. If you answered "yes" to Question No. 15, proceed to Question No. 16.

16. Did Cryovac prove by a preponderance of the evidence that Pechiney's conduct was improper based on evidence of misconduct beyond unintentional infringement?

Yes: \_\_\_\_\_  
(For Cryovac)                  No: \_\_\_\_\_  
(For Pechiney)

If you answered "no" to Question No. 16, please skip the remaining questions on this verdict form. The jury foreperson must sign and date the form. If you answered "yes" to Question No. 16, proceed to Question No. 17.

17. Did Cryovac prove by a preponderance of the evidence that Pechiney's improper conduct caused National Beef not to enter into a contract with Cryovac?

Yes: \_\_\_\_\_  
(For Cryovac)

No: \_\_\_\_\_  
(For Pechiney)

If you answered "no" to Question No. 17, please skip the remaining questions on this verdict form. The jury foreperson must sign and date the form. If you answered "yes" to Question No. 17, proceed to Question No. 18.

18. Did Cryovac prove by a preponderance of the evidence that Pechiney's actions in causing National Beef not to enter into a contract with Cryovac were intentional?

Yes: \_\_\_\_\_  
(For Cryovac)

No: \_\_\_\_\_  
(For Pechiney)

If you answered "no" to Question No. 18, please skip the remaining question on this form. If you answered "yes" to Question No. 18, proceed to Question No. 19.

**VII. DAMAGES FOR TORTIOUS INTERFERENCE WITH PROSPECTIVE CONTRACTUAL RELATIONS**

19. If you answered "yes" to Question No. 18, what is the total amount of damages to which Cryovac is entitled as a result of Pechiney's tortious interference with prospective contractual relations between Cryovac and National Beef?

Amount \$ \_\_\_\_\_

If you answered "yes" to Question No. 18 and have filled in the amount under Question No. 19, the jury foreperson must sign and date the form.

Date: June 22, 2006